

01/24/02

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REISSUE PATENT APPLICATION TRANSMITTAL

Address to:

Assistant Commissioner for Patents
Box Reissue
Washington, DC 20231

Attorney Docket No.

133/148

First Named Inventor

Alex R. Bellehumeur

Original Patent Number

5,597,161

Original Patent Issue Date
(Month/Day/Year)

1/28/97

Express Mail Label No.

APPLICATION FOR REISSUE OF:

(Check applicable box)



Utility Patent



Design Patent



Plant Patent

APPLICATION ELEMENTS (37 CFR 1.173)

1. ☒ Fee Transmittal Form (PTO/SB/56)
(Submit an original, and a duplicate for fee processing)
 2. ☒ Applicant claims small entity status. See 37 CFR 1.27.
 3. ☒ Specification and Claims in double column copy of patent
format (amended, if appropriate)
 4. ☒ Drawing(s) (proposed amendments, if appropriate)
 - ☒ Reissue Oath/Declaration (original or copy)
(37 C.F.R. § 1.175) (PTO/SB/51 or 52)
 - ☒ Power of Attorney (Part of Item No. 5)
- Original U.S. Patent currently assigned? ☒ Yes ☐ No
(If Yes, check applicable box(es))
- ☒ Written Consent of all Assignees (PTO/SB/53)
- ☒ 37 C.F.R. § 3.73(b) Statement
(PTO/SB/96)
- ☐ CD-ROM or CD-R in duplicate, Computer Program (Appendix)
or large table
- ☐ Nucleotide and/or Amino Acid Sequence Submission
(if applicable, all of the following are necessary)
- a. ☐ Computer Readable Form (CRF)
 - b. Specification Sequence Listing on:
 - i. ☐ CD-ROM (2 copies) or CD-R (2 copies); or
 - ii. ☐ paper
 - c. ☐ Statements verifying identity of above copies

ACCOMPANYING APPLICATION PARTS

10. ☐ Statement of status and support for all changes
to the claims. See 37 CFR 1.173 (c).
11. ☒ Original U.S. Patent for surrender
- ☒ Ribbonded Original Patent Grant
- ☐ Statement of Loss (PTO/SB/55)
12. ☐ Foreign Priority Claim (35 U.S.C. 119)
(if applicable)
13. ☐ Information Disclosure Statement (IDS)/PTO-1449 ☐ Copies of IDS
Citations
14. ☐ English Translation of Reissue Oath/Declaration
(if applicable)
15. ☐ Preliminary Amendment
16. ☒ Return Receipt Postcard (MPEP 503)
(Should be specifically itemized)
17. a. Other Remarks by assignee's attorney
b. Reexamination Certificate
c. Terminal Disclaimer
d. Litigation papers

18. CORRESPONDENCE ADDRESS



Customer Number or Bar Code Label

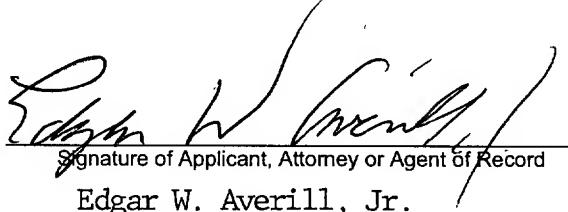
or ☒ Correspondence address below

Name	Edgar W. Averill, Jr.				
Address	Averill & Varn			Zip Code	90602
	8244 Painter Ave.				
City	Whittier	State	CA	Fax	562/693-5243
Country	U.S.A.	Telephone	562/698-8039		

NAME (Print/Type)	Edgar W. Averill, Jr.	Registration No. (Attorney/Agent)	24,752
Signature		Date	12/21/01

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Box Reissue, Washington, DC 20231.


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REISSUE APPLICATION FEE TRANSMITTAL FORM						Docket Number (Optional) 133/148		
Claims as Filed - Part 1								
Claims in Patent		Number Filed in Reissue Application	(3) Number Extra	Small Entity		Other than a Small Entity		
				Rate	Fee			
(A) 3	Total Claims (37 CFR 1.16(j))	(B) 0	**** =	x \$ _____ =	0	or	x \$ _____ =	
(C) 1	Independent claims (37 CFR 1.16(i))	(D) 0	* =	x \$ _____ =	0		x \$ _____ =	
Basic Fee (37 CFR 1.16(h))					\$370		\$ _____	
Total Filing Fee					\$370	OR	\$ _____	
Claims as Amended - Part 2								
	(1) Claims Remaining After Amendment		(2) Highest Number Previously Paid For	(3) Extra Claims Present	Small Entity		Other than a Small Entity	
					Rate	Fee	Rate	Fee
Total Claims (37 CFR 1.16(j))	*** 3	MINUS	** 20	* = 0	x \$ _____ =	0	x \$ _____ =	
Independent Claims (37 CFR 1.16(i))	*** 1	MINUS	***** 3	= 0	x \$ _____ =	0	x \$ _____ =	
Total Additional Fee						\$0	OR	\$ _____
<p>If the entry in (D) is less than the entry in (C), Write "0" in column 3.</p> <p>If the "Highest Number of Total Claims Previously Paid For" is less than 20, Write "20" in this space.</p> <p>* After any cancellation of claims.</p> <p>** If "A" is greater than 20, use (B - A); if "A" is 20 or less, use (B - 20).</p> <p>***** "Highest Number of Independent Claims Previously Paid For" or Number of Independent Claims in Patent (C).</p> <p><input checked="" type="checkbox"/> Applicant claims small entity status. See 37 CFR 1.27.</p> <p><input type="checkbox"/> Please charge Deposit Account No. _____ in the amount of _____.</p> <p>A duplicate copy of this sheet is enclosed.</p> <p><input checked="" type="checkbox"/> The Commissioner is hereby authorized to charge any additional fees under 37 CFR 1.16 or 1.17 which may be required, or credit any overpayment to Deposit Account No. <u>01-3022</u>.</p> <p>A duplicate copy of this sheet is enclosed.</p> <p><input checked="" type="checkbox"/> A check in the amount of \$ <u>370.00</u> to cover the filing / additional fee is enclosed.</p> <p><input type="checkbox"/> Payment by credit card. Form PTO-2038 is attached.</p>								
<p>WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.</p>								
<p><u>1/22/02</u> Date</p>				<p> Signature of Applicant, Attorney or Agent of Record Edgar W. Averill, Jr. _____ Typed or printed name</p>				

Attachment 1

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231 DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231

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REISSUE APPLICATION: CONSENT OF ASSIGNEE; STATEMENT OF NON-ASSIGNMENT		Docket Number (Optional) 133/148
This is part of the application for a reissue patent based on the original patent identified below.		
Name of Patentee(s) Alex R. Bellehumeur, John R. Nehmens and Guy W. Haarlammert		
Patent Number 5,597,161	Date Patent 1/28/97	
Title of Puck for Use on a Non-Ice Surface		
<p>1. <input checked="" type="checkbox"/> Filed herein is a statement under 37 CFR 3.73(b). (Form PTO/SB/96)</p> <p>2. <input type="checkbox"/> Ownership of the patent is in the inventor(s), and no assignment of the patent is in effect.</p> <p>One of boxes 1 or 2 above must be checked. If multiple assignees, complete this form for each assignee. If box 2 is checked, skip the next entry and go directly to "Name of Assignee".</p> <p>The written consent of all assignees and inventors owning an undivided interest in the original patent is included in this application for reissue.</p>		
The assignee(s) owning an undivided interest in said original patent is/are <u>Alex & Linda Dyer Bellehumeur</u> and the assignee(s) consents to the accompanying application for reissue.		
Name of assignee/inventor (if not assigned)		
Signature 	Date 1/16/02	
Typed or printed name and title of person signing for assignee (if assigned)		
Alex R. Bellehumeur, individually and on behalf of Linda Dyer-Bellehumeur, his wife		

Burden Hour Statement: This form is estimated to take 0.1 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

STATEMENT UNDER 37 CFR 3.73(b)

Applicant: Alex R. Bellehumeur and Linda Dryer-Bellehumeur

Application No.: Patent No. 5,597,161 Filed: Issued January 28, 1997

Entitled: Puck for Use on a Non-Ice Surface

Alex R. & Linda ^{Dyer}~~Dyer~~-Bellehumeur

(Name of Assignee)

a individuals

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of an undivided part interest

in the patent application identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

B. ☒ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From: applicants To: Roller Hockey Int'l., a Calif. partnership
The document was recorded in the Patent and Trademark Office at
Reel 7863, Frame 0439-0440, or for which a copy thereof is attached.
2. From: Roller Hockey Int'l., a Calif. partnership To: Roller Hockey Int'l., a Florida corporation
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: Roller Hockey Int'l., a Florida corporation To: Alex R. & Linda ^{Dyer}~~Dyer~~-Bellehumeur
The document was recorded in the Patent and Trademark Office at
Reel 011027, Frame 829-830, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

1/16/02

Date



Signature

Alex R. Bellehumeur

Typed or printed name

Individual

Title

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

CERTIFICATE OF MAILING BY "EXPRESS MAIL" (37 CFR 1.10)Applicant(s): **Aalex R. Bellehumeur**

Docket No.

133/148

Serial No.

Filing Date

Examiner

Group Art Unit

Invention: **Puck for Use on a Non-Ice Surface**

I hereby certify that the following correspondence:

Reissue patent application

(Identify type of correspondence)


is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 in an envelope addressed to: The Assistant Commissioner for Patents, Washington, D.C. 20231

January 24, 2002

(Date)

Dixie Bullington

(Typed or Printed Name of Person Mailing Correspondence)


(Signature of Person Mailing Correspondence)**EM30781814US**

("Express Mail" Mailing Label Number)

Note: Each paper must have its own certificate of mailing.

STATEMENT BY EDGAR W. AVERILL, JR. RE ASSIGNMENT HISTORY

ATTACHMENT TO STATEMENT UNDER 37 C.F.R. 3.73(b)

I, Edgar W. Averill, Jr. am authorized to act for the assignee, Alex R. Bellehumeur, pursuant to a power of attorney which constitutes part of the reissue declaration by the assignee. Attached hereto as Exhibit A is a summary sheet on one page showing the applications filed, serial numbers and filing dates, together with the recorded assignments.

The original application was not assigned and, thus, was owned by the three applicants, Bellehumeur, Nehmens and Haarlammert.

Attached hereto as Exhibit A is an assignment from the three applicants to Roller Hockey International, a California limited partnership. This assignment was indicated as being effective January 1, 1996, was signed on February 8, 1996, and recorded in the Patent Office on April 3, 1996, at Reel 7863, Frame 0439-0444. This assignment was of U.S. Patent No. 5,275,410 from which the patent at issue was a continuation of a divisional thereof. The effective date of this assignment, namely January 1, 1996, was prior to the filing of the application serial No. 08/590,870 which issued as U.S. Patent No. 5,597,161. Pursuant to MPEP §306, a prior assignment recorded against the original application is applied to the division or continuation application.

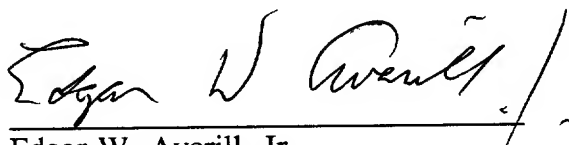
Next, the California limited partnership transferred all of its assets to Roller Hockey International, a Florida corporation on January 1, 1998. This is set forth in a settlement agreement and mutual release which transfers all of the assets of Roller Hockey International, a California partnership, including the assignment, to Roller Hockey International, a Florida

corporation (see first paragraph on page 2 of the settlement agreement). A copy of this Settlement Agreement is attached hereto as Exhibit B.

The next recorded assignment (attached hereto as Exhibit C) also related to the parent application No. 5,275,410, and was pursuant to an agreement dated October 12, 1998. The assignment was signed July 16, 1999, and was recorded on July 28, 2000, at Reel 011027, Frames 0829-0830. This assignment was from Roller Hockey International, Inc., a Florida corporation to Alex Bellehumeur and Linda Dyer-Bellehumeur (incorrectly named in the assignment as Linda Dryer-Bellehumeur) his wife. Since California is a community property state, and since Alex R. Bellehumeur and Linda Dyer-Bellehumeur have been married since before the filing of the parent patent application, the ownership is identical whether it is in the name of Alex Bellehumeur alone or Alex Bellehumeur and Linda Dyer-Bellehumeur (incorrectly named as Linda Dryer-Bellehumeur).

Respectfully submitted,

7/16/02


Edgar W. Averill, Jr.

1/92

Ownership:

7/92

1/93

7/93

1/94

7/94

1/95

7/95

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7/96

1/97

7/97

1/98

7/98

1/99

7/99

1/00

7/00

1/01

7/01

1/02

Applicants:
Bellehumeur
Nehmens
Haarlammert
From 9/22/92
to 1/1/96

Applicants
Assigned to
Roller
Hockey Internatnl
Ptnrshp
Effective:
1/1/96
Signed:
2/8/96
Recorded
4/3/96
From 1/1/96
to 5/22/98

Roller Hockey
International
Partnership to
R.H.I. Corp
5/22/98
to 10/12/98

Roller
Hockey
Internatnl (Corp)
assigned to
Alex & Linda
Bellehumeur
Agreement:
10/12/98
Assignment
Signed: 7/16/99
Recorded:
7/28/00
From 10/12/98
to present

Application Serial No.:
07/949,077
Filed 9/22/92

U.S. Patent
Number:
5,275,410

Issued
1/4/94

Application Serial No.:
08/150,420
Filed 11/10/93

Application Serial No.:
08/303,589
Filed 9/9/94

Application Serial No.:
08/590,870
Filed 1/24/96

U.S. Patent
Number
5,597,161

Issued
1/28/97

1/92

7/92

1/93

7/93

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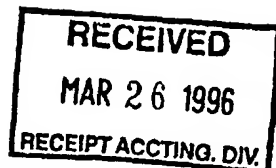
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7/00

1/01

7/01

1/02



04-03-1996



100166297

ROTH & GOLDMAN

A PROFESSIONAL ASSOCIATION

523 WEST SIXTH STREET, SUITE 707

LOS ANGELES, CALIFORNIA 90014-1102

LOS ANGELES OFFICE
TELEPHONE (213) 688-1143FACSIMILE (213) 688-1439
TELEX 493388BRECORDATION COVER SHEET FOR PATENTSThe Commissioner of Patents and Trademarks
Washington, D. C. 20231
Box ASSIGNMENT

March 22, 1996

Please record the attached original documents or copies thereof.

1. NAME OF CONVEYING PARTY(IES)		<input checked="" type="checkbox"/> Individuals
Alex R. Bellehumeur;		<input type="checkbox"/> General Partnership
John R. Nehmens II; and		<input type="checkbox"/> Corporation - State:
Guy W. Haarlammert		<input type="checkbox"/> Association
		<input type="checkbox"/> Limited Partnership
2. NAME OF RECEIVING PARTY(IES)		<input type="checkbox"/> Individual
Roller Hockey International		<input type="checkbox"/> General Partnership
1388 Sutter		<input type="checkbox"/> Corporation - State:
San Francisco, CA 91409		<input type="checkbox"/> Association
		<input checked="" type="checkbox"/> Limited Partnership
3. NATURE OF CONVEYANCE		
<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> Merger	
<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name	
Date of Execution <u>8 February 1996; 7 March 1996; and 4 March, 1996</u>		
APPLICATION OR PATENT NUMBER(S)		
A. Application No(s):		
B. Patent No(s). 5,275,410		
If this document is being filed together with a new application, Execution date of application: Title:		
5. NAME OF PARTY TO RECEIVE CORRESPONDENCE		
Roth & Goldman 523 W. 6th Street, Suite 707 Los Angeles, CA 90014 Tel: (213) 688-1143		
6. TOTAL NUMBER OF APPLICATIONS/PATENTS INVOLVED: 1		
7. TOTAL FEE \$40.00		
<input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Previously submitted		
<input type="checkbox"/> Authorized to be charged to Deposit Account No. 18-2069		

060 JB 03/29/96 5275410

2 581

40.00 CK PATENT
REEL: 7863 FRAME: 0439

1005771-017400

W. Norman Roth

W. Norman Roth

WNR/ims

REEL: 7863 FRAME: 0440

ASSIGNMENT

This Assignment, effective on January 1, 1996, by Alex R. Bellehumeur, John R. Nehmens II and Guy W. Haarlammert, Assignors to Roller Hockey International, a California limited partnership, Assignee, having a place of business at 1388 Sutter, Suite 710, San Francisco, California, 94109.

WHEREAS, Assignors have invented a new and useful PUCK FOR USE ON A NON-ICE SURFACE and are the owners of full right, title and interest in United States Letters Patent No. 5,275,410 for PUCK FOR USE ON A NON-ICE SURFACE issued January 4, 1994 and the pending foreign patent applications listed on Attachment A; and

WHEREAS, Assignors believe themselves to be the original, first and joint inventors of the invention disclosed and claimed in said Letters Patent and pending foreign applications; and

WHEREAS, Assignee desires to acquire by formal, recordable assignment the entire right, title and interest in and to said invention and said Letters Patent and pending foreign applications for said invention in the United States and throughout the world;

NOW, THEREFORE, in consideration of the good and valuable consideration agreed to between the parties in a separate Letter of Agreement, the receipt and sufficiency of

which are hereby acknowledged, Assignors hereby sell, assign and transfer to Assignee the entire right, title and interest in United States Letters Patent No. 5,275,410 and the pending foreign applications listed on Attachment A and any foreign patents issuing on said pending applications, including the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties or otherwise.

Further, Assignors agree that, upon request and without further compensation, but at no expense to Assignors, they and their legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, re-examining or enforcing said Letters Patent in the United States and throughout the world for said invention, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to said invention, and said Letters Patent granted for said invention in the United States and throughout the world.

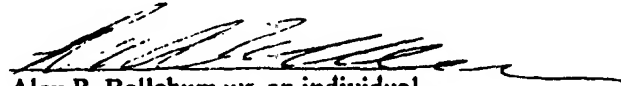
Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the rights granted herein.

Assignors authorize and request the Commissioner of Patents and Trademarks of

the United States and of all foreign countries to issue any Letters Patent granted for said invention to Assignee, its successors and assigns, as the assignee of the entire interest in said invention.

IN WITNESS WHEREOF, Assignors have executed this Assignment on the date written hereinbelow.

ASSIGNORS

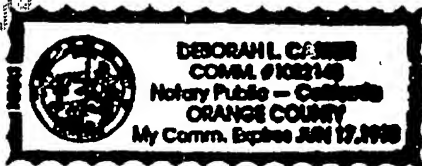

Alex R. Bellehumeur, an individual

STATE OF CALIFORNIA)
)
COUNTY OF Orange)

On this 8th day of February, in the year of 1996, before me personally appeared Alex R. Bellehumeur, personally known to me, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged to me that they executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.


Notary Public in and for said
County and State



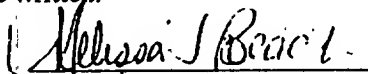
PATENT
Patent No. 5,275,410

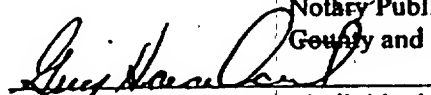

John R. Nehmens II, an individual

Marietta
STATE OF CALIFORNIA)
COUNTY OF *Charles*)

On this 11th day of March, in the year of 1996, before me personally appeared John R. Nehmens II, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged to me that they executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.


Notary Public in and for said
County and State

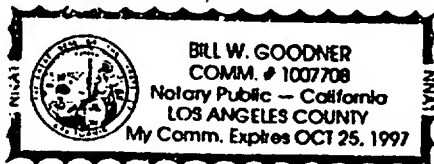

Guy W. Haarlammert, an individual


MEISSA J. BEACH
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires November 22, 1999

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On this 14 day of MARCH, in the year of 1996, before me personally appeared Guy W. Haarlammert, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged to me that they executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.




Notary Public in and for said
County and State

-4-

RECORDED: 03/26/1996

PATENT
REEL: 7863 FRAME: 0444.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Agreement") is made by and between Alex Bellehumeur ("Bellehumeur") on the one hand, and Roller Hockey International, a California general partnership ("RHI Partnership"), Roller Hockey International, a Florida corporation ("RHI Corporation"), and Larry King, an individual ("King"), (collectively referred to as the "RHI Defendants"), on the other hand.

RECITALS

Whereas, on January 4, 1994, Bellehumeur, John R. Nehmens and Guy W. Haarlamert filed a patent with the United States Patent Office for a puck for use on a non-ice surface, a true copy of the patent filing is attached as Exhibit "A" (the "Patent");

Whereas, the puck referenced above and a modification thereto with stabilizers has been manufactured, distributed and sold as the "Speed Puck" (both pucks are collectively referred to as the "Speed Puck");

Whereas, Roller Hockey International, a California general partnership ("RHI Partnership"), was formed to create, and did create, a professional roller hockey league with the intent to promote the sport of roller hockey (the "League");

Whereas, on or about September of 1995, in anticipation of Bellehumeur, John R. Nehman, and Guy W. Haarlamert's assignment of the Patent to RHI Partnership, Bellehumeur and RHI Partnership entered into an agreement ("Royalty Agreement Number 1") whereby in consideration of the assignment of the Patent, Bellehumeur would receive royalties from RHI Partnership's distribution of the puck described in the Patent, a true copy of the Royalty Agreement Number 1 is attached as Exhibit "B";

Whereas, on or about February of 1996, Bellehumeur, John R. Nehman, and Guy W. Haarlamert assigned the Patent to RHI Partnership (the "Assignment"), a true copy of the Assignment is attached as Exhibit "C";

Whereas, on or about February of 1996, Bellehumeur and RHI Partnership entered into an agreement ("Royalty Agreement Number 2"), whereby Royalty Agreement Number 1 was superseded and Bellehumeur's royalty percentage was adjusted, a true copy of the Royalty Agreement Number 2 is attached as Exhibit "D";

Whereas, on November 13, 1997, Bellehumeur filed a lawsuit in the Superior Court of Los Angeles County, Case Number BC181166, against RHI Defendants, alleging causes of action for rescission based on fraud and failure of consideration, intentional and negligent misrepresentation, breach of contract, common count, intentional interference with economic relationships and declaratory relief, regarding the Patent, Assignment and

Royalty Agreement Number 2;

Whereas, on January 1, 1998, RHI Partnership sold and assigned all its assets (including the Assignment) to Roller Hockey International, a Florida corporation ("RHI Corporation");

Whereas, the parties desire to settle and terminate fully and forever all rights, claims, obligations, conflicts, causes of action and disagreements, between them and all other persons, whether currently parties or not, that arise out of, are based upon, or relate in any way to the Lawsuit;

Now therefore, in consideration of the foregoing recitals and the covenants, terms and conditions set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. RHI Defendants shall pay Bellehumeur EIGHTEEN THOUSAND SEVEN HUNDRED AND SIXTY NINE and 92/100 DOLLARS (\$18,769.92) on or before 7 days after the execution of this Agreement by all parties for royalty payments as per Royalty Agreement Number 2 for the period between May of 1997 through December of 1997.

2. The parties shall execute the agreement attached hereto as Exhibit "E", which agreement is expressly intended to supersede and void Royalty Agreement Number 1 and Royalty Agreement Number 2.

3. All parties hereby waive their right to a jury trial of this action or to any appeal or other or further proceedings herein, except as may be necessary to enforce this Agreement, and Bellehumeur shall dismiss with prejudice the entirety of the Lawsuit, no later than 7 days after receiving the monies described in paragraph 1.

4. All parties finally and forever release and discharge each other and each other's predecessors, successors, parents, subsidiaries, partners, officers, directors, principals, agents, owners, employees, insurers, attorneys, assigns, representatives, affiliates, joint ventures, partnerships, and related entities, jointly and individually, of any and all claims, demands, controversies, rights of action, expenses, liabilities, damages, costs (including attorneys' fees), obligations, losses and causes of action of any kind or nature, whether known, unknown, suspected or unsuspected, relating in any way to, or arising in any way from, the subject matter of the Lawsuit, Patent, Assignment, Royalty Agreement Number 1 and Royalty Agreement Number 2. This Agreement is expressly intended not to cover any dispute the parties may have with relation to the Memorandum of Understanding dated January 26, 1995 (and amendments thereto), and the resulting buy-out.

5. The parties are aware that they may have claims against each other or against related persons and entities of which they may have no present knowledge or suspicion. Having taken into account that possibility in entering into this Agreement, the parties agree that: (a) the releases set forth in this Agreement are full and final releases, to be interpreted with the broadest of applications as stated in paragraph 3 above; and (b) they expressly waive any right or claim of right to assert hereafter that any claim has through ignorance, oversight or error, been omitted from the terms of this Agreement. THE PARTIES EACH EXPRESSLY WAIVE THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

6. The parties acknowledge they are aware that they may hereafter discover facts different from or in addition to those they now know or believe to be true with respect to the matters herein released and agree that this Agreement shall be and remain in effect in all respects as a complete and general release as to the matters released, notwithstanding any such different or additional facts.

7. The parties shall bear their own costs and attorneys' fees and other expenses incurred in the Lawsuit and any claims released herein.

8. The allegations made in the Lawsuit are disputed and contested. The parties hereto understand and agree that neither the payment of any sum of money, nor the acceptance of this Agreement, shall constitute or be construed as an admission of liability or responsibility whatsoever by the released entities, persons, partnerships, or corporations or any of them.

9. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior and contemporaneous agreements and understandings of the parties. No amendment, supplement, modification, waiver, or termination of this release shall be binding unless executed in writing by each party to be bound thereby.

10. Each party represents and warrants that that party has not heretofore assigned or transferred or purported to transfer or assign to any person, firm, corporation or other legal entity, any matter herein released. Each party agrees to indemnify and hold harmless the other from and against any claim, demand, damage, debt, liability, lien, account, action, cause of action, cost or expense, including attorneys' fees actually paid or incurred, arising out of or in connection with any such transfer or assignment or

purported or claimed transfer or assignment.

11. In the event that any provision of this Agreement is unenforceable, such shall not affect the enforceability of any other provisions hereof.

12. Should any party hereto reasonably retain counsel for the purpose of enforcing or preventing the breach of any provision hereof, including, but not limited to, instituting any action or proceeding either to enforce any provision hereof for damages by reason of any alleged breach of any provision hereof, for a declaration of such parties' rights or obligations hereunder, or for any other judicial remedy, and if such matter is settled by judicial determination (which term includes arbitration), the prevailing party shall be entitled, in addition to any other relief as may be granted, to such party's reasonable attorneys' fees and costs.

13. The parties stipulate and agree that the Superior Court of Los Angeles County may retain jurisdiction over them, pursuant to section 664.6 of the Code of Civil Procedure, for the purpose of enforcing this Agreement.

14. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

15. This Agreement shall be construed under and shall be governed by the laws of the State of California.

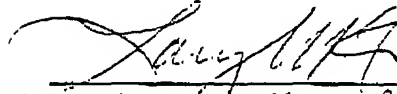
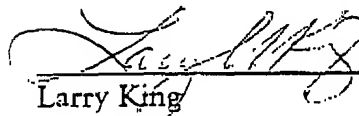
16. This Agreement may be executed in one or more counterparts, duplicates and/or facsimiles of originals, all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed and delivered as of the date set forth opposite their names. By executing the Agreement below, each of the persons signing the Agreement represents that he is authorized to sign the Agreement and that the party on behalf of whom he signs is bound by the terms of the Agreement.

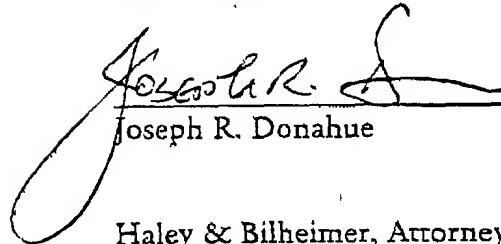
Dated: May 12, 1998


Alex Bellehumeur

///

Dated: May 26, 1998Roller Hockey International, a
California general partnershipBy: Larry King, President of Sports Protection, Inc.
Its General PartnerDated: May 15th, 1998Roller Hockey International, a
Florida corporationBy: Bernard J. Mullin
Its PresidentDated: May 20, 1998
Larry King

APPROVED AS TO FORM:

Dated: May 22, 1998Joseph R. Donahue, Attorney for Alex
Bellehumeur

Joseph R. Donahue

Dated: May 14, 1998Haley & Bilheimer, Attorneys for Roller
Hockey International, a California general
partnership, Roller Hockey International, a
Florida corporation, and Larry King, an
individual
By: John Bilheimer

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to that certain Settlement Agreement dated as of October 12, 1998, Roller Hockey International, Inc., a Florida corporation ("RHI"), does hereby assign and set over to Alex Bellehumeur and Linda Dryer-Bellehumeur of 6242 Napoli Court, Long Beach, California 92614, hereinafter referred to as the ASSIGNEES, the entire right, title and interest of RHI, domestic and foreign, in and to the inventions and discoveries in:

"PUCK FOR USE ON A NON-ICE SURFACE"

set forth in the United States Letters Patent No. 5,275,410 (the "Patent"), and assigned to RHI as recorded on March 26, 1998, including any foreign applications or foreign patents issued relating to the Patent. ASSIGNEES are hereafter solely responsible for the payment of any maintenance fees and any other acts necessary to maintain the Patent.

ROLLER HOCKEY INTERNATIONAL
INC., a Florida corporation

Date:

7/16/99

By:

Its:

[Signature]
President & CEO

09-06-2000

Sheet No.: 132/152

D 8

Form PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
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REC

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101449565

Tab settings

7.28.0

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Roller Hockey International, Inc.

Name and address of receiving party(ies):

Re: Alex R. Bellehumeur

07-28-2000

Address: 6142 Napoli Court

U.S. Patent & TMOR/TM Mail Rept. Dt. 09/01

Additional names(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

City: Long Beach

State/Prov.: CA

Country: U.S.A.

ZIP: 90603

Execution Date: July 16, 1999

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

Patent Application No.

Filing date

B. Patent No.(s)

5,275,410 and
Continuation
Patent 5,597,161

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Edgar W. Averill, Jr.

Registration No. 24,752

Address: 8244 Painter Ave.

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

01-3022

City: Whittier

State/Prov.: CA

Country: U.S.A.

ZIP: 90602

09/05/2000 BNGUYEN 00000201 5275410

DO NOT USE THIS SPACE

01 FC:561

40.00 UP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Edgar W. Averill, Jr.

Edgar W. Averill, Jr.

July 25, 2000

Name of Person Signing

Signature

2

Date

Total number of pages including cover sheet, attachments, and document:

PATENT

REEL: 011027 FRAME: 0829

PATENT APPLICATION SERIAL NO. _____

U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE
FEE RECORD SHEET

02/01/2001 HBIZUNES 00000056 10057671

01 FC:208 370.00 DP

PTO-1556
(5/87)

PUCK FOR USE ON A NON-ICE SURFACE

This application is a continuation of application Ser. No. 08/303,589 filed on Sep. 9, 1994, now abandoned which is a continuation of Ser. No. 08/150,420, filed on Nov. 10, 1993, now abandoned, which is a divisional of Ser. No. 07/949,077, filed on Sep. 22, 1992, now U.S. Pat. No. 5,275,410.

BACKGROUND OF THE DISCLOSURE

The field of the invention is sporting goods and the invention relates particularly to pucks of the type that are used on a surface other than ice.

Ice hockey has been a popular sport for many years but is, of course, limited to cold climates or artificially made ice rinks. With the advent of in-line roller skates, it is possible to skate across a non ice surface in a manner quite similar to skating on ice. It has quite naturally led to the game of roller hockey. It was found that the normal relatively hard rubber puck would not slide on a cement surface in a satisfactory manner. Furthermore, the puck could easily cause injury when striking a player.

Various styles of pucks for use on non ice surfaces have been devised. Such pucks are shown in U.S. Pat. Nos. 4,111,419; 3,997,164; 4,801,144; 3,726,526; 3,784,204; and 2,727,744. Several of these pucks have runner type devices which are rotatable such as a ball bearing intended to reduce friction and this has been found to be unsatisfactory in actual use because of the ease with which runners become frozen and inoperative due to clogging with foreign matter during play. None of the devices have the ability of unrestricted rotation. Furthermore, such devices require more material which adds to their weight.

A hollow plastic puck filled with rice became the early puck of choice. This rice filled puck, while superior to the ice hockey puck, did not slide sufficiently over the surface and therefore, a puck with a lower coefficient of friction was needed to increase speed. Also, the rice or other internal substance causes the puck to move in a somewhat unpredictable path. This is because the rice or other material shifts within the hollow puck during play. Furthermore, the outer surface of the rice puck became rough and slowed down during play. The inner design also helps to regulate the extent of deflection

SUMMARY OF THE INVENTION

It is an object of the present invention to provide a puck for use on non ice surface which will approximate the well known hard rubber puck used on ice while maintaining both speed and accuracy.

The present invention is for a puck for use on a non ice surface such as cement asphalt, or wood which puck is generally cylindrical in shape. The puck includes an outer ring, having an outer ring surface, an inner ring surface, a top and a bottom. At least three fixed runners extend upwardly from the top and downwardly from the bottom surfaces of the puck. An open area is present inwardly from the inner ring surface. The puck is fabricated from an generally elastic material so that the outer ring will deflect slightly when the puck is struck against a wall or other object. Preferably a central member is supported inwardly from the outer ring and is preferably attached thereto by several connecting members or arms.

BRIEF DESCRIPTION OF THE DRAWINGS

FIG. 1 is a perspective view showing the top and front surface of the present invention.

FIG. 2 is a cross sectional view taken along line 2—2 of FIG. 1.

FIG. 3 is a plan view thereof.

FIG. 4 is a plan view showing the puck of FIG. 1 impacting a wall.

FIG. 5 is a plan view of an alternate embodiment.

FIG. 6 is a perspective view showing top and front of an alternate embodiment of the puck of FIG. 1.

FIG. 7 is a cross sectional view of one of the runners of the puck of FIG. 1.

FIG. 8 is a cross sectional view of one of the runners of the puck of FIG. 5.

FIG. 9 is a an exploded cross sectional view of an alternate embodiment of the runner of FIG. 7.

FIG. 10 is a cross sectional view of an alternate embodiment of the runner of FIG. 7.

FIG. 11 is a plan view of the runner of FIG. 10.

FIG. 12 is a perspective view showing the top and front surface of an alternate embodiment of the present invention.

FIG. 13 is a cross sectional view taken along line 13—13 of FIG. 12.

FIG. 14 is a plan view thereof.

FIG. 15 is a cross sectional view of an alternate embodiment of the runner of FIG. 7.

FIG. 16 is an alternate embodiment of the runner of FIG. 7.

FIG. 17 is an alternate embodiment of the runner of FIG. 7.

FIG. 18 is a cross sectional view of an alternate runner holding receptacle.

DESCRIPTION OF THE PREFERRED EMBODIMENT

The puck of the present invention is shown in perspective view in FIG. 1 and indicated by reference character 10. Puck 10 is generally cylindrical in shape and has an upper surface 11, an outer peripheral surface 12, and a lower surface 13. An outer ring 26 and an inner ring surface 15. A central member 14, is held to outer ring 26 by three arms, 16, 17, and 18. Three runners 19, 20, and 21 extend upwardly from upper surface 11 and downwardly from lower surface 13. These runners are fabricated from a material which has a low co-efficient of friction with the non-ice surface 22 shown in FIG. 2 so that the puck will slide along the surface in a manner analogous to a rubber puck on an ice surface. Stainless steel or hardened steel has been successfully used and other low friction metals or polymers can also be used. The runners should be relatively near the outer peripheral surface 12 so that the puck will tend to stay with its either upper or lower surface adjacent the non ice surface 22.

Central member 14 has a recess 23 which can contain a logo or other indicia in a protected manner and adds to the appearance of the puck. Furthermore, the depth of the recess, the size of the inner area and the open space can be varied to change the overall weight of the puck to conform to the varied types of runners and to adapt to professional play or amateur play. Recess 23 is present both in the upper and lower surfaces of the central member 16 as shown in FIG. 2.

Arms 16, 17, and 18 are preferably but not necessarily curved so that the puck will tend to deflect as shown best in FIG. 4 no matter where the outer surface strikes the wall 25. Arms 29 in FIG. 5 are shown straight. The puck is shown in plan view in FIG. 3 and in plan view striking a wall 25 in FIG. 4. The puck is preferably fabricated from polyurethane or other generally elastic polymer or elastomer. This permits the outer ring 26 to be deflected which provides a level of safety in the event a puck should strike a player and avoids excess bounce off the boards or the surface of the floor. Outer ring 26 has a top surface 11. An outer ring surface 12, an inner ring surface 15, and a bottom surface 13. Preferably the runners 19 are held in the outer ring 26. There should, of course, be at least three runners as shown in FIGS. 1, 2, and 3. Six runners, however, may also be used, and may either be equally sized as shown by runners 28 in FIG. 5 or alternating large runners 30 (FIG. 4) and smaller runners 31. Note that in FIG. 4 the smaller runners 31 are centered nearer the edge of the puck than the center of larger runners 30. This will cause the runners 31 to contact the playing surface when the puck is at a smaller angle with respect to the playing surface than if they were centered on the same circle as the center of runners 30.

An alternate embodiment puck is shown in FIG. 6 in perspective view and indicated generally by reference character 32. This design was also made and tested in play. The puck is of a similar design from that shown in FIG. 1 except that three upper grooves 33, 34, and 35 are formed in the top surface 11' of outer ring 26'. The lower surface also has three grooves one of which is indicated by reference character 36. These grooves have an upper surface which is co-planar with arms 16', 17' and 18'. The three runners 37 have a pair of blind holes 40 to permit the removal and replacement of the runners. It has been found that it is very beneficial that the weight be concentrated near the outside and the positioning of the runners near the edge of the puck helps to accomplish this where metal runners are used.

Various types of runners are shown in FIGS. 7, 8, 9, 10 and 11. A solid stainless steel runner is shown in FIG. 7 and indicated by reference character 30. Runner 30 has an upper head 41 and a lower head 42 and is fabricated from stainless steel, titanium, or other high abrasion resistant metal. Runner 30 is placed in the mold before the polyurethane or other material is injected therein. The central portion 43 is captured completely within the outer ring 26 as shown in FIG. 2. A nylon or other plastic type runner 31 is shown in FIG. 8 and has an upper head 45, a lower head 46 and a central portion 47. The smaller runners may also be steel. This is also placed in the mold before the puck is formed around it. Both upper and lower heads 45 and 46 extend a lesser distance away from the top and bottom of the puck as compared the upper and lower heads 41 and 42 of runners 30 which are identical to runner 19 in FIG. 7. Therefore, the puck of FIG. 4 basically rides along runners 30 but when slightly tipped will contact the upper or lower head of runner 31. This prevents the body of the puck from rubbing along the surface of play which would slow the puck.

A replaceable type of runner is shown in FIG. 9 and indicated by reference character 48. Replaceable runner 48 has a removable upper head 49 and a removable lower head 50. These have a pair of blind holes analogous to head 51 shown in FIG. 11. The blind holes are indicated by reference character 40. This permits a tool with a pair of pins to be inserted in hole 40 so that the heads can be unscrewed and replaced. The central portion 52 has a threaded portion 53 and a generally conical portion 54 including a plurality of serrations. The serrations contact the serrations 55 in the

under surface of head 49 so that the head will not become unscrewed during play.

Another style of removable and replaceable runner is shown in FIG. 10 where the upper head 51 has a threaded shank 57 which screws into a threaded blind hole 58 in central portion 59. Central portion 59 is integral with lower head 60, which should also contain a pair of blind holes 40 as shown in FIG. 11 as should upper head 51. Central portion 59 can be metallic or fabricated from a polymer.

Typically the puck has an outside diameter between $3\frac{1}{4}$ " to $3\frac{1}{2}$ " and is between $\frac{3}{4}$ " and 1" high. The preferred weight is $3\frac{1}{2}$ oz. to $4\frac{1}{2}$ oz. for professional use, lighter for amateur use. As shown best in FIG. 2, the central member 14 and arms 16, 17, and 18 are formed below top surface 13 and above bottom surface 29 of the outer ring so that the entire contact of the puck with the surface is on the runners of the outer ring and if the runners wear down, still only the outer ring contacts the surface. The arms are either curved from ring 26 to central member 14 or they may be straight as shown in FIG. 5. Central member 14 has a vertical central axis 16' which is also the vertical central axis of puck 10 when it is on a horizontal non ice surface such as that shown in FIG. 2 and indicated by reference character 22.

The grooves as shown in FIG. 6 help permit air to pass in and out of the center portion and help reduce the tendency of the puck to lift or hug the cement surface. The grooves may also be made in a different color and add greatly to the appearance of the puck in play. Similar advantage is created by the opening in the center area. While the runners are shown as being placed in the mold and the puck molded around them, the process can, of course, be reversed where an opening is formed in the puck as it is molded and the runner is molded therein in a later process step. Runners useful for this embodiment are shown in FIGS. 15, 16, and 17. In FIG. 15 a runner generally indicated by reference character 64 is secured in the outer ring 26 of a puck. Runner 64 has a lower head 65 which is integral with a hollow shaft 66 which has a central opening 67. The upper head 70 is integral with a shank 69 which has a friction fit within central opening 67. The puck is molded with a cylindrical opening 71 for each runner and hollow shaft 66 is inserted through opening 71. Next shank 69 which is tapered at 68 is placed in the open end of central opening 67. Pressure is applied to force the shank 69 into the central opening 67 to provide a secure and permanent friction fit.

A runner 72 is shown in FIG. 16 and has an upper head 73 a lower head 74 a hollow shaft 75 with a central opening 76 upper head 73 has a tapered shank 77 which is tapered at 78. This unit is fabricated from a plastic such as ABS or nylon or polycarbonate or the like which has sufficient strength and a low coefficient of friction with a cement or other playing surface.

Runner 80 shown in FIG. 17 is analogous to runner 72 of FIG. 16 except there is a plurality of inwardly protecting serrations 81 along the central opening 82. A plurality of upwardly projecting serrations 83 is formed on shank 84 as the upper head 85 and shank 84 are driven into central opening 82 the serrations 81 and 83 interconnect causing the shank 84 to be securely held in central opening 82. It is also advantageous to utilize replaceable runners so that if the game is played on a wooden surface, that runners which would not damage the wood surface, can be inserted in place of, for instance, stainless steel runners. Also the runners form a point of wear and it is advantageous that a runner be removable and replaceable as are the runners shown in FIGS. 9 and 10.

A cross-sectional view of a portion of outer ring 26 is shown in cross sectional view in FIG. 18. A threaded opening or receptacle is shown molded in ring 26 and indicated by reference character 63. A threaded runner may be coated with an adhesive and screwed into opening 63.

It is desirable that some means be available to decrease the tendency of the puck to roll along its side. Such a provision is shown in FIGS. 12, 13 and 14 where protrusions 61 and 62 are formed on the exterior of the outer ring surface 12. The protrusions are not large enough to interfere with the shooting of the puck but will decrease its tendency to remain on its side.

The design of the present invention provides an unusually dynamic appearance, both during play and at rest. The amount of bounce is achieved which provides movement during play remarkably similar to that of the conventional puck used for ice hockey. The term "elastic" as used herein, is intended to convey the property of returning an original shape after deflection but does not necessarily convey a high degree of bounce. The weight of the puck can be easily varied by reducing or enlarging the width of the space between the outer ring and the central member 14 as well as the thickness of the central member.

The present embodiments of this invention are thus to be considered in all respects as illustrative and not restrictive; the scope of the invention being indicated by the appended claims rather than by the foregoing description. All changes

which come within the meaning and range of equivalency of the claims are intended to be embraced therein.

What is claimed is:

1. A puck for use on a non-ice surface, said puck having a puck body which is generally cylindrical in shape and molded from a polymer and having an upper surface, a lower surface and an outer peripheral surface and having a vertical central axis when its upper or lower surface is resting on a horizontal floor, said puck comprising:

a puck body having a plurality of runners held by said puck body, each of said runners having a shaft portion held by said puck body and the plurality of runners having heads which extend above the upper surface and below the lower surface, said runners being located near the outer peripheral surface of said puck the runner heads being positioned so that the puck rests on a plurality of the runners when on a horizontal floor, and said runners being fabricated from a polymer which has a lower coefficient of friction than the polymer from which the puck body is formed.

2. The puck of claim 1 wherein said runners are fabricated from nylon.

3. The puck of claim 1 wherein said runner has a central shaft and an upper runner head on an upper end and a lower runner head at a lower end.

* * * * *



US005597161C1

(12) **REEXAMINATION CERTIFICATE** (4291st)
United States Patent
Bellehumeur et al.

(10) Number: **US 5,597,161 C1**
(45) Certificate Issued: **Mar. 20, 2001**

(54) **PUCK FOR USE ON A NON-ICE SURFACE**

(56)

References Cited

(75) Inventors: Alex R. Bellehumeur, Long Beach;
John R. Nehmens, II; Guy W.
Haarlamert, both of Chino Hills, all
of CA (US)

(73) Assignee: **Roller Hockey International, San
Francisco, CA (US)**

Reexamination Request:
No. 90/005,759, Jun. 23, 2000

Reexamination Certificate for:
Patent No.: **5,597,161**
Issued: **Jan. 28, 1997**
Appl. No.: **08/590,870**
Filed: **Jan. 24, 1996**

(*) Notice: This patent is subject to a terminal disclaimer.

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1309117	1/1962	(FR) .

Related U.S. Application Data

(63) Continuation of application No. 08/303,589, filed on Sep. 9, 1994, now abandoned, which is a continuation of application No. 08/150,420, filed on Nov. 10, 1993, now abandoned, which is a division of application No. 07/949,077, filed on Sep. 22, 1992, now Pat. No. 5,275,410.

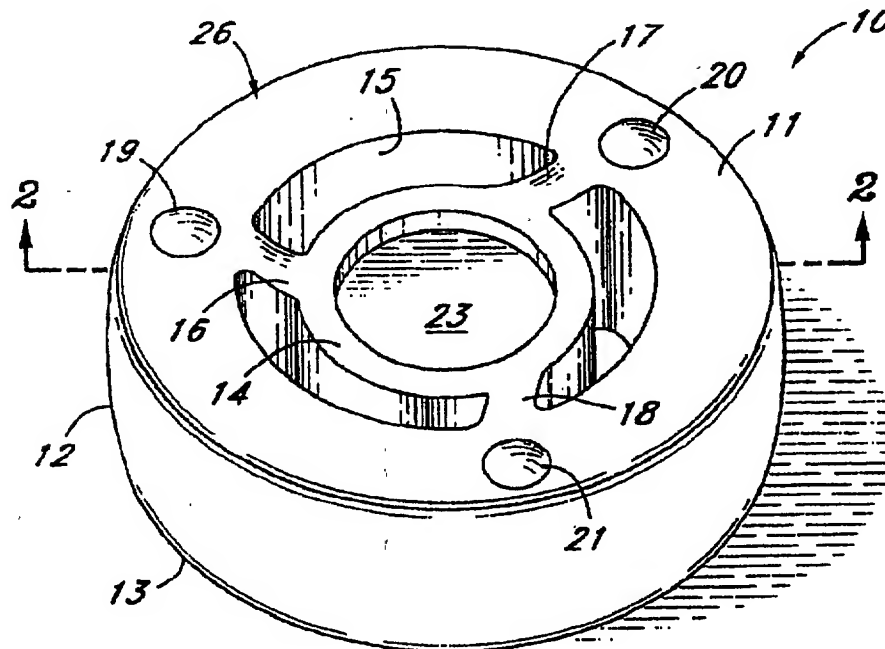
(51) Int. Cl.⁷ **A63B 71/00**
(52) U.S. Cl. **473/588**
(58) Field of Search **473/588, 589,**
473/FOR 229, FOR 230, FOR 231

Primary Examiner—Raleigh Chiu

(57)

ABSTRACT

A puck for use on a non-ice surface such as cement. The puck has an outer ring made from plastic or other elastic material so that it will deform slightly when the side of the puck is struck against a wall or other object. The runners extend upwardly from the upper and lower surfaces of the puck to reduce the friction of the puck against the floor surface.



Attachment 17b

US 5,597,161 C1

1

**REEXAMINATION CERTIFICATE
ISSUED UNDER 35 U.S.C. 307**

NO AMENDMENTS HAVE BEEN MADE TO
THE PATENT

2

AS A RESULT OF REEXAMINATION, IT HAS BEEN DETERMINED THAT:

The patentability of claims 1-3 is confirmed.

* * * * *

[illegible]**Attachment 17b**

UNITED STATES PATENT AND TRADEMARK OFFICE
DOCUMENT CLASSIFICATION BARCODE SHEET



Abstract

6

Level - 2
Version 1.1
Updated - 7/11/01



US005597161A

United States Patent [19]

Bellehumeur et al.

[11] Patent Number: **5,597,161**[45] Date of Patent: ***Jan. 28, 1997**

[54] PUCK FOR USE ON A NON-ICE SURFACE

[76] Inventors: Alex R. Bellehumeur, 6240 Napoli Ct.,
Long Beach, Calif. 90803; John R.
Nehmens, II, 13424 Wandering Ridge
Way, Guy W. Haarlamert, 3272
Skyview Ridge, both of Chino Hills,
Calif. 91709

[*] Notice: The term of this patent shall not extend
beyond the expiration date of Pat. No.
5,275,410.

[21] Appl. No.: 590,870

[22] Filed: Jan. 24, 1996

Related U.S. Application Data

[63] Continuation of Ser. No. 303,589, Sep. 9, 1994, abandoned,
which is a continuation of Ser. No. 150,420, Nov. 10, 1993,
abandoned, which is a division of Ser. No. 949,077, Sep. 22,
1992, Pat. No. 5,275,410.

[51] Int. Cl.⁶ A63B 71/00

[52] U.S. Cl. 473/588

[58] Field of Search 773/126 R, 128 R

[56] **References Cited****U.S. PATENT DOCUMENTS**

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3,784,204	1/1974	Felber	273/128 R
4,033,243	7/1977	Kirrish et al.	411/338
4,111,419	9/1978	Pellegrino	273/128 R X
4,657,459	4/1987	Landt	411/332 X
5,149,096	9/1992	Keating et al.	273/128 R

FOREIGN PATENT DOCUMENTS

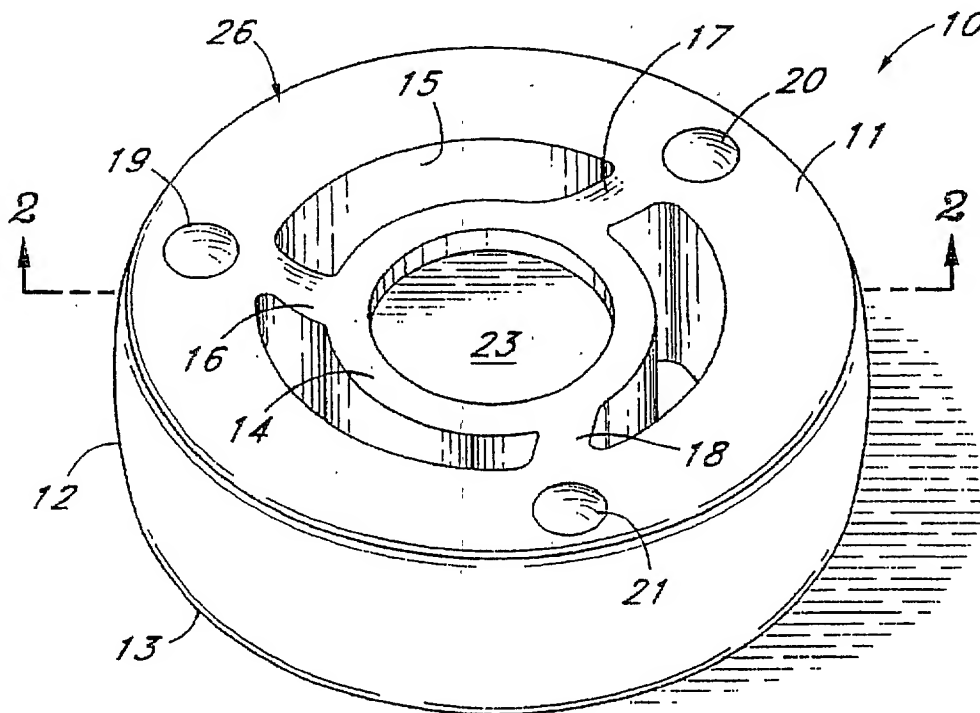
1309117	10/1962	France	411/338
2506181	8/1976	Germany	273/128 CS

Primary Examiner—Raleigh W. Chiu

Attorney, Agent, or Firm—Edgar W. Averill, Jr.

[57] **ABSTRACT**

A puck for use on a non-ice surface such as cement. The puck has an outer ring made from plastic or other elastic material so that it will deform slightly when the side of the puck is struck against a wall or other object. The runners extend upwardly from the upper and lower surfaces of the puck to reduce the friction of the puck against the floor surface.

3 Claims, 5 Drawing Sheets

UNITED STATES PATENT AND TRADEMARK OFFICE
DOCUMENT CLASSIFICATION BARCODE SHEET



Drawings

7

Level - 2
Version 1.1

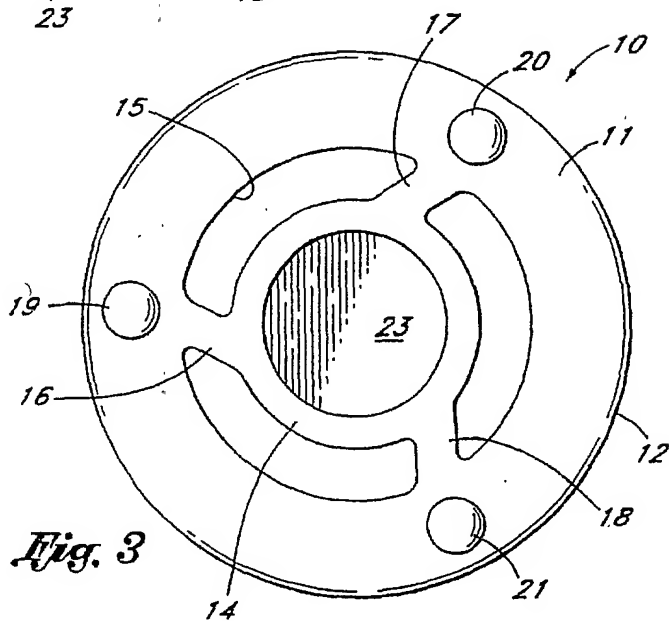
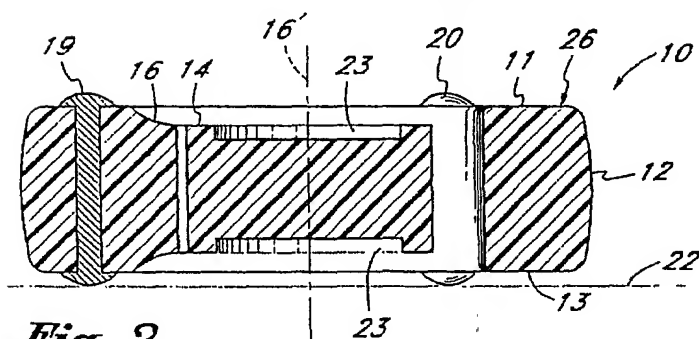
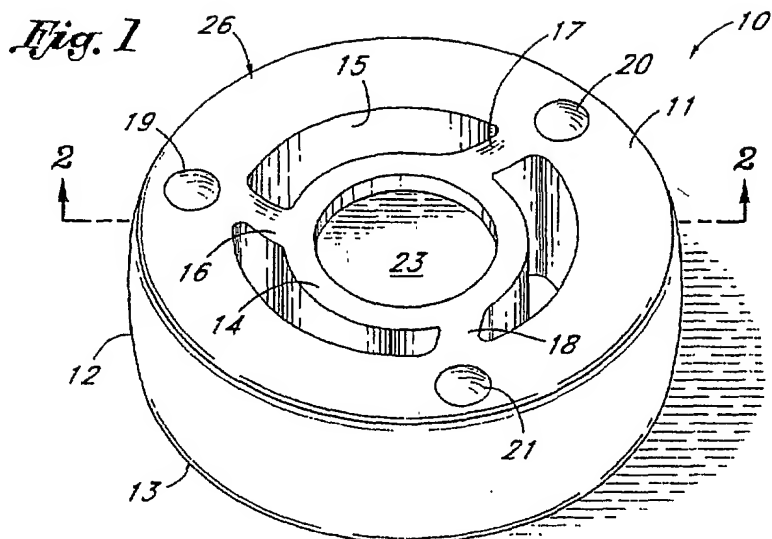


Fig. 4

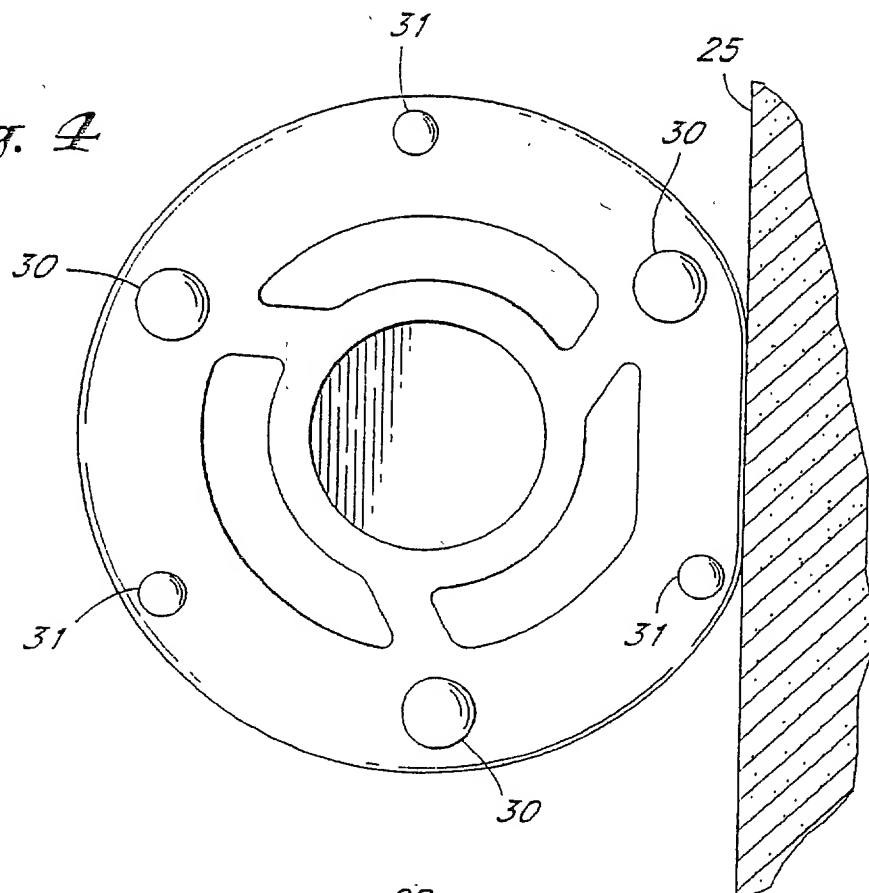
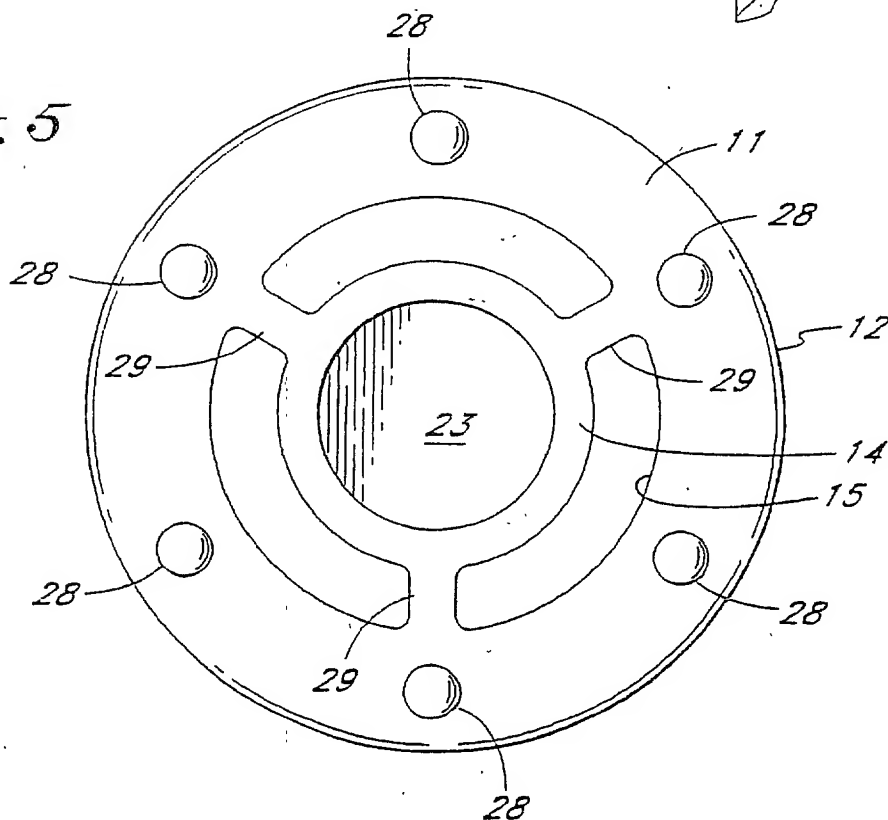


Fig. 5



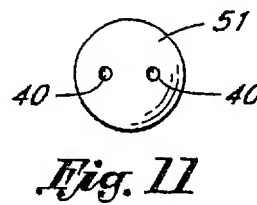
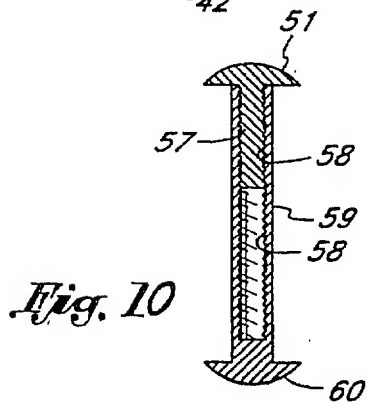
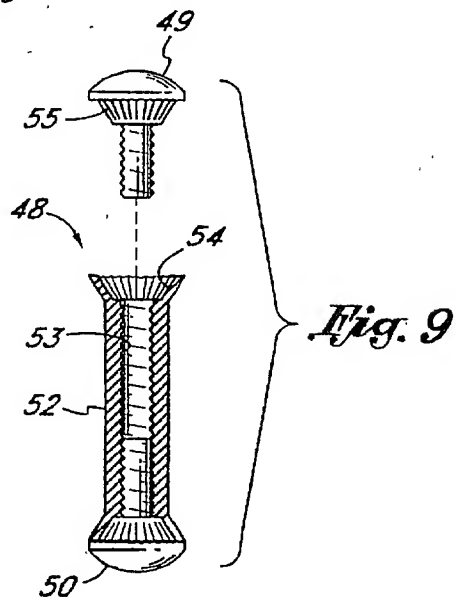
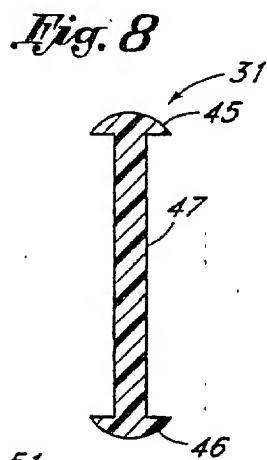
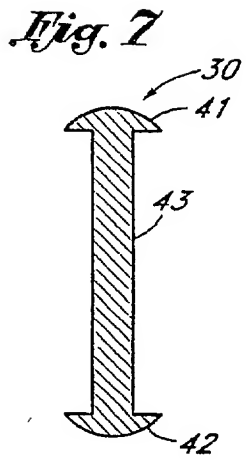
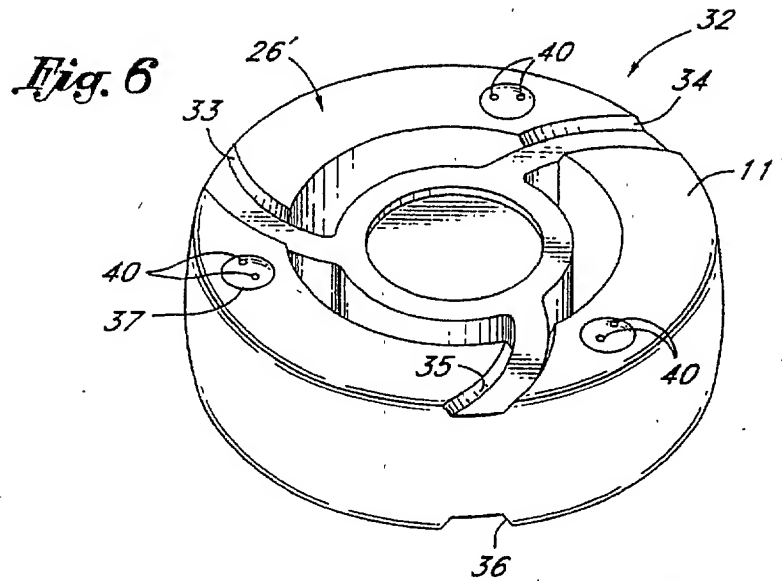


Fig. 12

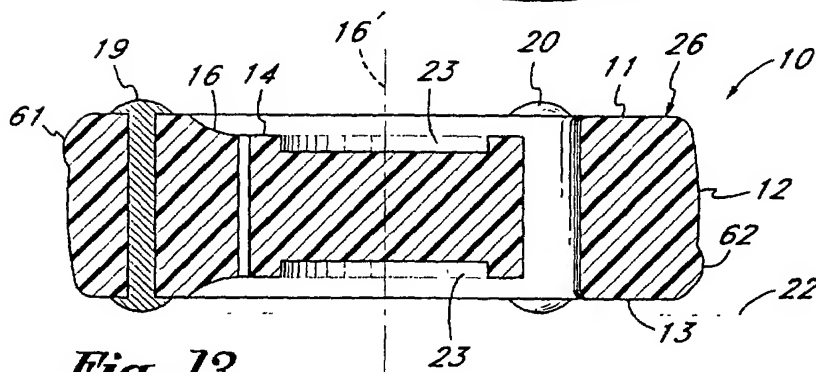
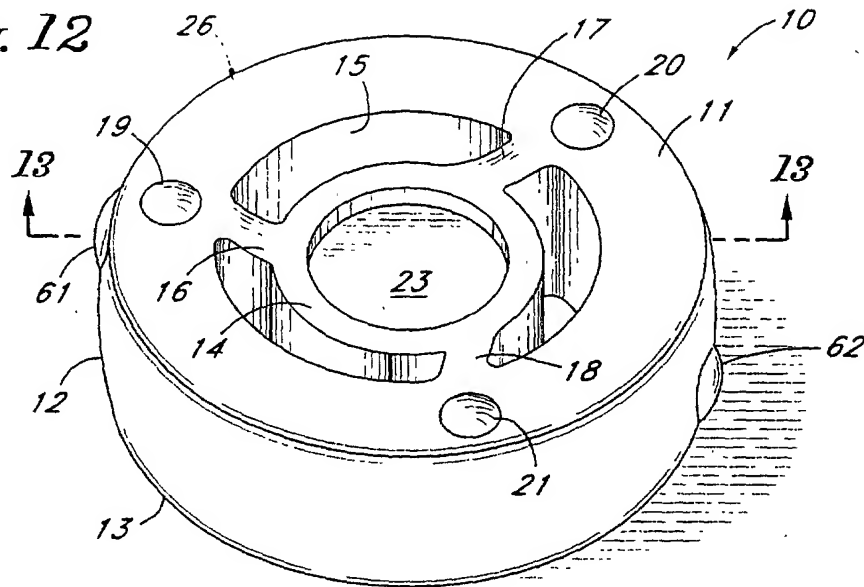


Fig. 13

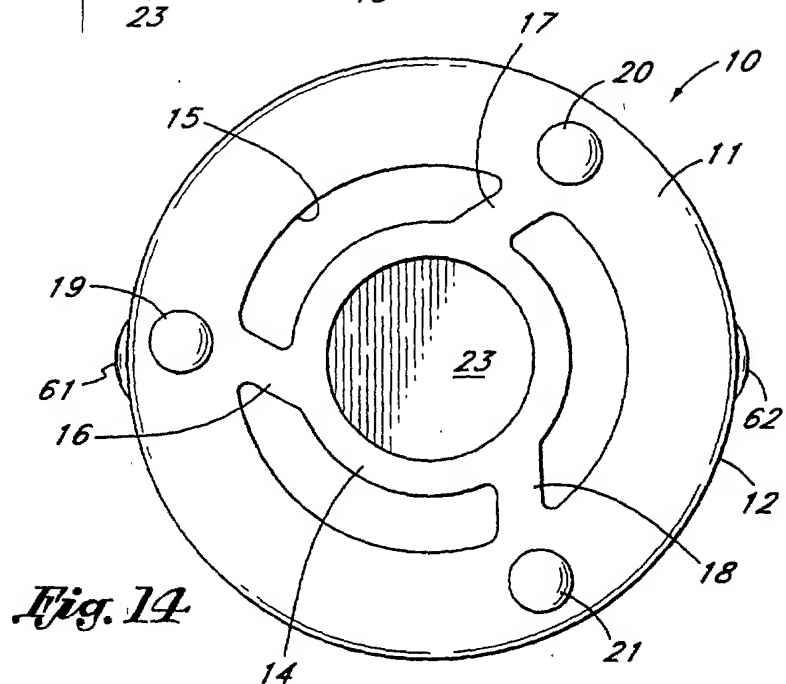


Fig. 14

Fig. 15

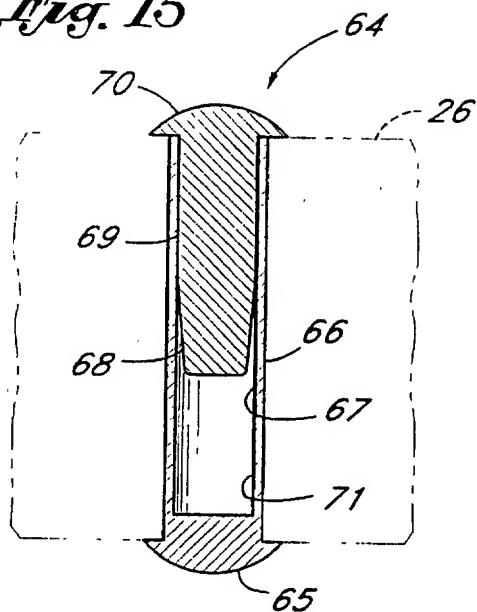


Fig. 16

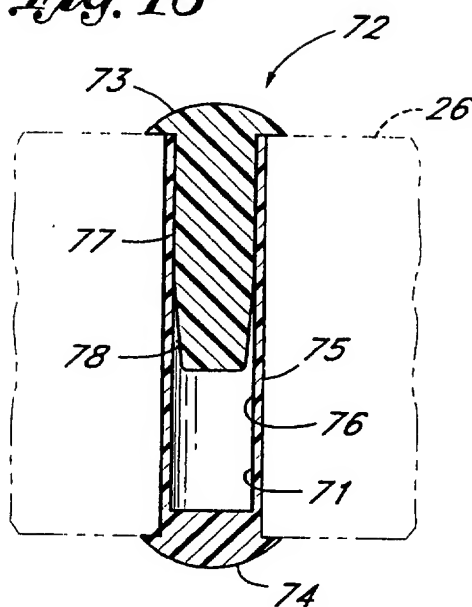


Fig. 17

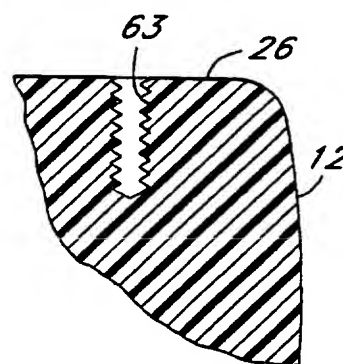
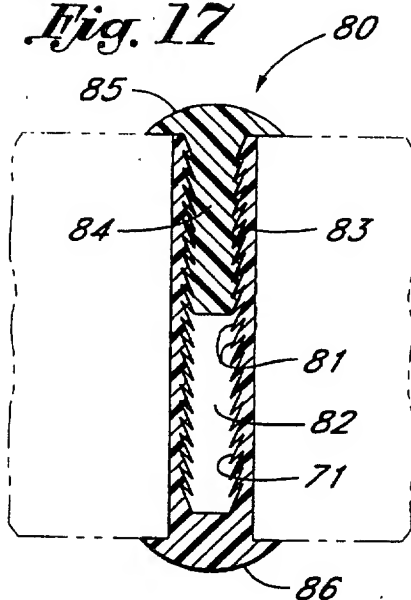


Fig. 18

REISSUE APPLICATION DECLARATION BY THE ASSIGNEE

Docket Number (optional)

133/148

I hereby declare that:

My residence and mailing address and citizenship are stated below next to my name.

I am authorized to act on behalf of the following assignee: Alex R. Bellehumeurand the title of my position with said assignee is: I am the assignee

The entire title to the patent identified below is vested in said assignee.

Name of Patentee(s)

Alex R. Bellehumeur, John R. Nehmens II and Guy W. Haarlamert

Patent Number

Date of Patent Issued

Title of Invention

January 23, 1997Puck for Use on a Non-Ice Surface

I believe said patentee(s) to be the original, first and sole/joint inventor(s) of the subject matter which is described and claimed in said patent, for which a reissue patent is sought on the invention entitled Puck for Use on a Non-Ice Surface

the specification of which

☒ is attached hereto.
☐ was filed on _____ as reissue application number _____
 and was amended on _____ (if applicable)

I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

I verily believe the original patent to be wholly or partly inoperative or invalid, for the reasons described below. (Check all boxes that apply.)

- ☐ by reason of a defective specification or drawing.
- ☐ by reason of the patentee claiming more or less than he had the right to claim in the patent.
- ☒ by reason of other errors.

At least one error upon which reissue is based is described as follows:

[Attach additional sheets, if needed.]

All errors corrected in this reissue application arose without any deceptive intention on the part of the applicant.

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

REISSUE APPLICATION DECLARATION BY THE ASSIGNEE

Docket Number (optional)

133/148

I hereby declare that:

My residence and mailing address and citizenship are stated below next to my name.

I am authorized to act on behalf of the following assignee: Alex R. Bellehumeurand the title of my position with said assignee is: I am the assignee

The entire title to the patent identified below is vested in said assignee.

Name of Patentee(s)

Alex R. Bellehumeur, John R. Nehmens II and Guy W. Haarlamert

Patent Number

5,597,161

Date of Patent Issued

January 28, 1997

Title of Invention

Puck for Use on a Non-Ice Surface

I believe said patentee(s) to be the original, first and sole/joint inventor(s) of the subject matter which is described and claimed in said patent, for which a reissue patent is sought on the invention entitled _____

Puck for Use on a Non-Ice Surface

the specification of which



is attached hereto.



was filed on _____ as reissue application number _____

and was amended on _____

(If applicable)

I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

I verily believe the original patent to be wholly or partly inoperative or invalid, for the reasons described below. (Check all boxes that apply.)



by reason of a defective specification or drawing.



by reason of the patentee claiming more or less than he had the right to claim in the patent.



by reason of other errors.

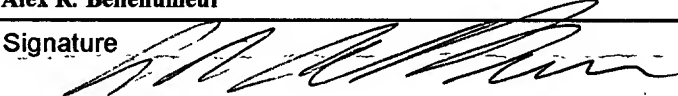
At least one error upon which reissue is based is described as follows:

[Attach additional sheets, if needed.]

All errors corrected in this reissue application arose without any deceptive intention on the part of the applicant.

[Page 1 of 3]

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number

REISSUE APPLICATION DECLARATION BY THE ASSIGNEE				Docket Number (Optional) 133/148	
<p>I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the United States Patent and Trademark Office connected therewith.</p> <p style="text-align: center;">Name(s) Registration Number</p>					
<p>Edgar W. Averill, Jr. 24,752</p>					
8244 Painter Ave.					
Whittier, CA 90602					
Correspondence Address: Direct all communications about the application to:					
<input type="checkbox"/> Customer Number		Type Customer Number Here		Place Customer Number Bar Code Label Here	
OR					
<input checked="" type="checkbox"/> Firm or Individual Name		Edgar W. Averill, Jr.			
Address		Averill & Varn			
Address		8244 Painter Ave.			
City		Whittier	State	CA	Zip 90602
Country		U.S.A.			
Telephone		562/698-8039	Fax	562/693-5243	
<p>I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine and imprisonment; or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this declaration is directed.</p>					
Full name of person signing (given name, family name)					
Alex R. Bellehumeur					
Signature			Date		
					
Address of Assignee					
6242 Napoli Court, Long Beach, CA 90803					
Patentee			Citizenship		
Alex R. Bellehumeur			U.S.A.		
Residence/Mailing Address					
6242 Napoli Court, Long Beach, CA 90803					
Patentee			Citizenship		
John R. Nehmens II			U.S.A.		
Residence/Mailing Address					
13424 Wandering Ridge Way, Chino Hills, CA 91709					
<input checked="" type="checkbox"/> Additional Patentees are named on separately numbered sheets attached hereto.					

REISSUE APPLICATION DECLARATION BY THE ASSIGNEE

Docket No. 133/148

Patentee
Guy W. Haarlammert

Residence/Mailing Address
3272 Skyview Ridge
Chino Hills, CA 91797

EXHIBIT A

At least one error upon which reissue is based is described as follows:

An erroneous Terminal Disclaimer was filed in the application which indicated that Alex R. Bellehumeur owned a 100% interest in the application. In fact, the application was owned by Roller Hockey International, a California limited partnership. The Court found that Mr. Bellehumeur had no interest or rights in the '161 pending applications to so disclaim or limit its terms. Similarly, Mr. Bellehumeur did not have common ownership in the parent patent and the pending continuation patent as required by the Terminal Disclaimer for the '161 patent to be enforceable.

REMARKS AND STATEMENT OF EDGAR W. AVERILL, JR.

RE AT LEAST ONE ERROR

As set forth in the Reporter's Transcript of Proceedings of Monday, November 26, 2001, in the case of Alex Bellehumeur, Plaintiff, vs. Carl Lekavich, et al., Defendants, CV01-138-RSWL, the subject patent No. 5,597,161, was held unenforceable as set forth on pages 5 and 6 of the transcript (attached hereto as Exhibit 1). This states in part:

"This Court finds that Bellehumeur and his co-inventors, however, assigned the rights to the parent patent and the pending continuation applications. Bellehumeur only then filed a Terminal Disclaimer. The Court finds that Bellehumeur had no interest or rights in the '161 pending applications to so disclaim or limit its terms. Similarly, Bellehumeur did not have common ownership in the parent patent, and the pending continuation patent, as required by the Terminal Disclaimer for the '161 patent to be enforceable.

"Because the requirement is the common ownership of the '161 and '410 patents was not met, the '161 patent is not enforceable."

The purpose of the present reissue application is to request a decision by the Patent Office as to the effect of the mistake in the Terminal Disclaimer, which erroneously indicated that Alex R. Bellehumeur was a 100% owner of application No. 08/590,870 which matured into

U.S. Patent No. 5,597,161. A copy of the Terminal Disclaimer dated June 5, 1996, is attachment 17c.

It was the undersigned attorney who signed the Terminal Disclaimer on behalf of Alex R. Bellehumeur. In fact, the parent patent No. 5,275,410 had been assigned by the three applicants effective January 1, 1996. The existence of this assignment was unknown to the undersigned at the date of his signing of the Terminal Disclaimer on June 5, 1996. The assignment by the applicants to Roller Hockey International, effective January 1, 1996, signed February 8, 1996, and recorded April 3, 1996, was not prepared by the undersigned, but instead, by the firm of Roth and Goldman. This firm was recommended by the undersigned to handle the foreign patent filings for Bellehumeur, et al., and apparently prepared this assignment in conjunction with the filing of foreign patent applications. A one-sheet summary of the applications and assignments re the '410 and '161 patents is attached hereto as Exhibit 2.

Had the undersigned been aware of this assignment, the undersigned would have placed the name of Roller Hockey International, a California limited partnership, in the ownership blank. The undersigned was also the attorney for intellectual property matters for Roller Hockey International, a California limited partnership.

It is submitted that the undersigned's mistake in the June 5, 1996, Terminal Disclaimer does not rise to the level of a mistake which would cause the patent to be invalid or unenforceable. The existence of a Terminal Disclaimer is printed on the '161 patent face sheet, and thus, there is no lack of notice to the public of the existence of a Terminal Disclaimer.

The parent patent '410 and the application which matured into the '161 patent were commonly owned by Roller Hockey International, a California limited partnership on June 5, 1996, the date of the signing of the Terminal Disclaimer.

By way of assignments of the parent '410 patent, both patents after the '161 issued, have been commonly owned. Thus, there is no motivation or reason for the undersigned to provide inaccurate information in the Terminal Disclaimer deliberately, or with any intent to deceive.

The Federal Circuit recognized the realities of patent practice in Northern Telecom Inc. v. Datapoint Corp. (Fed.Cir.1990) 15 USPQ2d 1321 at page 1327 as follows:

“[5] Intent to deceive should be determined in light of the realities of patent practice, and not as a matter of strict liability whatever the nature of the action before the PTO. *Accord Pfizer, Inc. v. International Rectifier Corp.*, 538 F. 2d 180, 186, 190 USPO 273 , 278 (9th Cir. 1976), *cert. denied*, 429 U.S. 1040 [192 USPO 543] (1977). "A patentee's oversights are easily magnified out of proportion by one accused of infringement...." *Id.* at 196, 190 USPO at 286 . Given the ease with which a relatively routine act of patent prosecution can be portrayed as intended to mislead or deceive, clear and convincing evidence of conduct sufficient to support an inference of culpable intent is required.”

It is requested that the examiner allow the reissuance of this patent with a conclusion that the mistake was an inadvertent one, was and is correctable and that the validity and

enforceability of the patent are not affected by the mistake.

Respectfully submitted,



EDGAR W. AVERILL, JR.

Reg. #24,752

Attorney for Applicant

Law Offices of Averill & Varn
8244 Painter Ave.
Whittier, CA 90602
562/698-8039

10057671-012402

10057671-012402

10057671-012402

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

BEFORE: HONORABLE RONALD S. W. LEW, JUDGE PRESIDING

-----X
ALEX BELLEHUMEUR,

PLAINTIFF,

-VS-

CV 01-138-RSWL

CARL LEKAVICH, ET AL.,

DEFENDANTS.
-----X

REPORTER'S TRANSCRIPT OF PROCEEDINGS

MONDAY, NOVEMBER 26, 2001

LOS ANGELES, CALIFORNIA

ROGER D. MAY, CSR

312 N. SPRING STREET #406

LOS ANGELES, CA 90012

1 APPEARANCES:

2
3 FOR THE PLAINTIFF(S):

4 OFFICES OF JOSEPH R. DONAHUE & ASSOCIATES

5 BY: JOSEPH R. DONAHUE, ESQ.

6 19900 MACARTHUR BOULEVARD, SUITE 1150

7 IRVINE, CA 92612

8
9
10 FOR THE DEFENDANT(S):

11 EMMA FORREST, ESQ.

12
13
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16 * * *
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I-N-D-E-X

HEARING:

DEFENDANT CARL LEKAVICH AND IDEAL DESIGN SPORTS,
INC.'S MOTION FOR SUMMARY ADJUDICATION, AND MOTION FOR
AWARD OF ATTORNEY'S FEES

* * *

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1 MONDAY, NOVEMBER 26, 2001; LOS ANGELES, CALIFORNIA

2 -- 9:00 A.M. --

3 THE CLERK: CALLING ITEM NO. 5, CIVIL 01-138-RSWL,
4 ALEX BELLEHUMEUR VERSUS CARL LEKAVICH, ET AL.

5 COUNSEL, PLEASE STATE YOUR APPEARANCES.

6 MR. DONAHUE: GOOD MORNING, YOUR HONOR. JOE DONAHUE
7 FOR THE PLAINTIFF AND RESPONDING PARTY.

8 MS. FORREST: GOOD MORNING, YOUR HONOR. EMMA FORREST
9 FOR DEFENDANT.

10 THE COURT: WHY WERE YOU LATE?

11 MS. FORREST: THREE AND A HALF HOURS FROM SAN DIEGO,
12 YOUR HONOR.

13 THE COURT: YOU SHOULD HAVE LEFT FIVE HOURS AGO.

14 MS. FORREST: I SHOULD HAVE.

15 THE COURT: NO EXCUSE.

16 MS. FORREST: OKAY.

17 THE COURT: I HAD LAWYERS TELL ME THEY WERE LATE
18 BECAUSE OF THE INCLEMENT WEATHER AND THE FLIGHT SCHEDULES AND I
19 WAS SITTING IN SACRAMENTO AND THE LAWYER'S COMING FROM TEXAS.
20 I WAS THERE AT NINE O'CLOCK. THEY WEREN'T. NO EXCUSE. RIGHT?

21 MS. FORREST: RIGHT.

22 THE COURT: ALL RIGHT. THIS IS DEFENDANT CARL
23 LEKAVICH AND IDEAL DESIGN SPORTS, INC.'S MOTION FOR SUMMARY
24 ADJUDICATION AND A MOTION FOR AWARD OF ATTORNEY'S FEES. I READ
25 THE MOVING PAPERS AND THE OPPOSITION. FURTHER ARGUMENT?

1 MS. FORREST: I REST ON THE MOVING PAPERS, YOUR HONOR,
2 UNLESS --

3 THE COURT: I HAVE QUESTIONS?

4 MS. FORREST: COUNSEL HAS SOMETHING FURTHER TO ADD.

5 THE COURT: ALL RIGHT. ANY FURTHER OPPOSITION?

6 MR. DONAHUE: NO, YOUR HONOR.

7 THE COURT: ALL RIGHT. THREE AND A HALF HOURS TO SAY
8 "SUBMITTED." VERY GOOD.

9 HAVING CONSIDERED ALL THE PAPERS SUBMITTED ON BEHALF OF
10 THE MOTION AND IN OPPOSITION, I MAKE THE FOLLOWING RULING:

11 AS TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT, THE
12 CLAIMS EXAMINER REJECTED PLAINTIFF'S CONTINUATION PATENT
13 APPLICATIONS NUMEROUS TIMES ON THE GROUNDS OF DOUBLE PATENTING.
14 THE CLAIMS EXAMINER MADE CLEAR THAT THE CONTINUATION PATENT
15 APPLICATION FOR THE '161 PATENT WOULD ONLY BE ISSUED IF THE
16 PLAINTIFF FILED AN APPROPRIATE TERMINAL DISCLAIMER, WHICH WOULD
17 OVERCOME THE REJECTION ON DOUBLE PATENTING GROUNDS PROVIDED THE
18 CONFLICTING PARENT PATENT WAS SHOWN TO BE COMMONLY OWNED WITH
19 THE PENDING APPLICATION.

20 THIS COURT FINDS THAT THE BELLEHUMEUR AND HIS
21 CO-INVENTORS, HOWEVER, ASSIGNED THE RIGHTS TO THE PARENT PATENT
22 AND THE PENDING CONTINUATION APPLICATIONS. BELLEHUMEUR ONLY
23 THEN FILED A TERMINAL DISCLAIMER. THE COURT FINDS THAT
24 BELLEHUMEUR HAD NO INTERESTS OR RIGHTS IN THE '161 PENDING
25 APPLICATIONS TO SO DISCLAIM OR LIMIT ITS TERMS. SIMILARLY,

1 BELLEHUMEUR DID NOT HAVE COMMON OWNERSHIP IN THE PARENT PATENT
2 AND THE PENDING CONTINUATION PATENT AS REQUIRED BY THE TERMINAL
3 DISCLAIMER FOR THE '161 PATENT TO BE ENFORCEABLE.

4 BECAUSE THE REQUIREMENT IS THE COMMON OWNERSHIP OF THE
5 '161 AND '410 PATENTS WAS NOT MET, THE '161 PATENT IS NOT
6 ENFORCEABLE.

7 THE COURT, THEREFORE, GRANTS SUMMARY JUDGMENT ON THIS
8 BASIS. THE COURT FINDS THAT DEFENDANTS ARE ENTITLED TO SUMMARY
9 JUDGMENT ON THE GROUNDS JUST STATED, BUT NOT ON THE BASIS OF
10 THE FRAUDULENT PROCUREMENT OF PATENT OR INEQUITABLE CONDUCT.

11 AS TO THE DEFENDANTS' MOTION FOR ATTORNEY'S FEES, THIS
12 COURT MAY AWARD ATTORNEY'S FEES TO THE PREVAILING PARTY IN THE
13 PATENT INFRINGEMENT CASE WHERE THE CASE IS EXCEPTIONAL.

14 BECAUSE THERE IS A GENUINE ISSUE OF MATERIAL FACT AS TO
15 WHETHER PLAINTIFF AND HIS ATTORNEY HAD THE REQUISITE INTENT TO
16 DECEIVE THE PATENT AND TRADEMARK OFFICE, THE COURT CANNOT
17 DETERMINE AS A MATTER OF LAW PLAINTIFF FRAUDULENTLY PROCURED
18 THE '161 PATENT.

19 I DENY THE DEFENDANTS' MOTION FOR ATTORNEY'S FEES SINCE
20 THIS COURT HAS NOT FOUND THIS TO BE AN EXCEPTIONAL CASE
21 INVOLVING PLAINTIFF'S INEQUITABLE CONDUCT.

22 YOU HAVE SUBMITTED PROPOSED FINDINGS OF FACT AND
23 CONCLUSIONS OF LAW WHICH I WILL SIGN WITH MODIFICATIONS, AS
24 WELL AS A PROPOSED ORDER WHICH I WILL SIGN WITH MODIFICATIONS.
25 I SUPPOSE WE WILL NEED A JUDGMENT; CORRECT?

MS. FORREST: CORRECT, YOUR HONOR.

THE COURT: SUBMIT THE JUDGMENT. THAT'S THE ORDER.

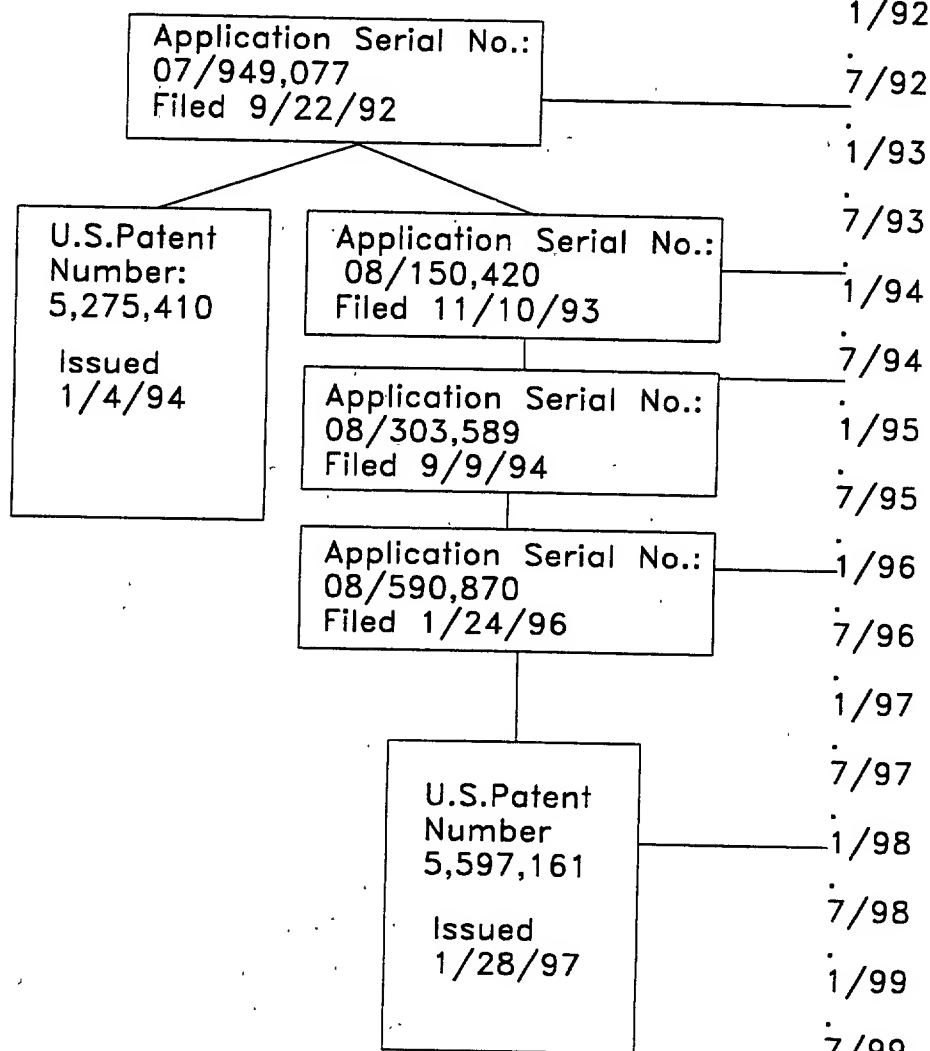
MS. FORREST: THANK YOU, YOUR HONOR.

(I HEREBY CERTIFY THAT THE FOREGOING IS AN ACCURATE
TRANSCRIPTION OF MY STENOGRAPHIC NOTES IN THE
ABOVE-REFERENCED MATTER)

ROGER D. MAY, CSR

DATE: 11/6/01

1/92	Ownership:
7/92	Applicants:
1/93	Bellehumeur
7/93	Nehmens
1/94	Haarlammert
7/94	From 9/22/92
1/95	to 1/1/96
7/95	Applicants
1/96	Assigned to
7/96	Roller
1/97	Hockey Internatnl
7/97	Ptnrshp
1/98	Effective:
7/98	1/1/96
1/99	Signed:
7/99	2/8/96
1/00	Recorded
7/00	4/3/96
1/01	From 1/1/96
7/01	to 5/22/98
1/02	Roller Hockey
	International
	Partnership to
	R.H.I. Corp
	5/22/98
	to 10/12/98
	Roller
	Hockey
	Internatnl (Corp)
	assigned to
	Alex & Linda
	Bellehumeur
	Agreement:
	10/12/98
	Assignment
	Signed: 7/16/99
	Recorded:
	7/28/00
	From 10/12/98
	to present



4

**TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING
REJECTION OVER A PRIOR PATENT**

Docket Number (Optional)

In re Application of: Alex R. Bellehumeur
Application No. 08/590,870
Filed: 1/24/96
For: Puck for Use on a Non-Ice Surface

The owner, Alex R. Bellehumeur of 100 percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior Patent No. 5,275,410. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

Check either box 1 or 2 below, if appropriate.

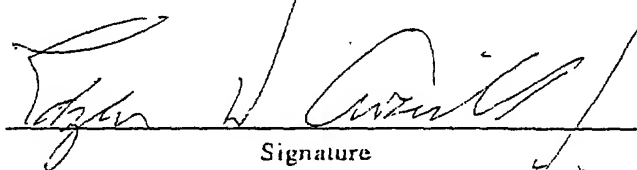
- ☐ For submissions on behalf of an organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

2. ☒ The undersigned is an attorney of record.

June 5, 1996

Date



Signature

Edgar W. Averill, Jr.

Typed or printed name

- ☒ Terminal disclaimer fee under 37 CFR 1.20(d) included.
☐ PTO suggested wording for terminal disclaimer was

☒ unchanged. ☐ changed (if changed, an explanation should be supplied).

Burden Hour Statement: This form is estimated to take .2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time required to complete this form should be sent to the Office of Assistance Quality and Enhancement Division, Patent and Trademark Office, Washington, DC 20231, and to the Office of Information and Regulatory Affairs, Office of Management and Budget (Project 0651-0031), Washington, DC 20503. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner of Patents and Trademarks, Washington, DC 20231.

Attachment 17(c)

ATTACHMENT 17d
LITIGATION STATUS

U.S. Patent No. 5,597,161 is involved in 4 patent infringement actions as follows:

Bellehumeur v. Lekavich

Bellehumeur v. Skate America, Pro Puck

Bellehumeur v. Tsunami

Bellehumeur v. Bonnett

A status conference is set in the Bellehumeur v. Skate America, Pro Puck matter on February 11, 2002, in New York City.

The Bonnett matter proceeds to trial on May 7, 2002. Trial in the Tsunami matter is set for May 28, 2002, and trial in the Lekavich matter will take place on June 4, 2002.

A copy of a motion for summary judgment which was granted in Bellehumeur v. Lekavich is attached, as well as the responses thereto. It is believed that this motion and its response will be useful to the examiner to provide background as to the basis for which the '161 patent was found to be unenforceable and which gave rise to the present reissue application.

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